

GREENVILLE CO. S. C.

1437 11/15

RICHARDSON AND JOHNSON, P. A. Attorneys At Law, Greenville, S. C. 29602

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROBERT F. SAMMONS and BETTY J. SAMMONS

(hereinafter referred to as Mortgagor) is well and truly indebted unto TIMOTHY W. HAYNES and JUDITH A. HAYNES

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Six Thousand Two Hundred and No/100 Dollars (\$6,200.00) due and payable

according to terms of promissory note executed of even date herewith,

with interest thereon from date at the rate of eight per centum per annum, to be paid:

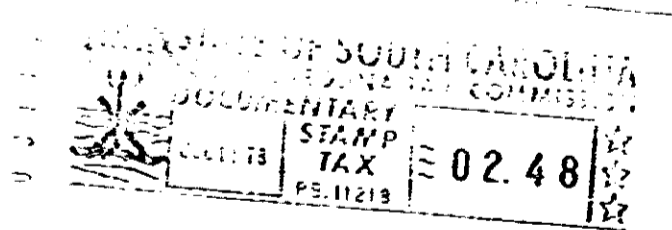
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, on the Western side of Carriage Court, near the City of Greenville, being known and designated as Lot No. 78 as shown on plat entitled Coachman Estates, Section 2, dated February 4, 1972, prepared by Campbell & Clarkson, Engineers, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4R, at Page 29, reference to which plat is hereby craved for a more definite description.

This is the same property conveyed to the Mortgagors herein by deed of Timothy W. Haynes and Judith A. Haynes, dated July 10, 1978, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1082, at Page 862, on July 11, 1978.

This mortgage is junior in lien to that certain mortgage given by Timothy W. Haynes and Judith A. Haynes to Aiken-Speir, Inc., in the original amount of \$26,500.00, dated August 31, 1974, and recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1321, at Page 431, on September 3, 1974, said mortgage being assumed by Robert F. Sammons and Betty J. Sammons.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

0775

4328 RV-2